

# CREDIT ACCOUNT APPLICATION Please attach a copy of your company letterhead paper.



Registered Title of Business

Trading Name (if different)

## TRADING / DELIVERY ADDRESS

Tel: Fax:  
Email:

## INVOICING ADDRESS

Contact: Name:  
Tel: Fax:  
Email:

Legal Form of Business  Limited Company  Partnership  Sole Trader

Limited Company Address

Directors Name / Date of Birth  
Directors Address

Co.No. No. of years trading  
VAT Registration No

Soletrader / Partners name and address

Date of Birth

VAT Registration No  
No. of years trading

## CUSTOMER TYPE

- Department  Discounter  Export  Group  Independant  Internet  Mail Order  
 Market  Med Group  Online  Small Group  Supplier

**BANK DETAILS** Bank Name / Address

Sort Code Account No

**TRADE REFERENCES** Please supply names and addresses of 2 trade references

Company Name

Contact Name

Address

Postcode

Tel: Fax:

Company Name

Contact Name

Address

Postcode

Tel: Fax:

A copy of The Ultimate Homeliving Group conditions of sale is enclosed with this form or available upon request. The Ultimate Homeliving Group Ltd reserves the right to make one or more searches with a credit reference agency. We may also make enquiries about the principle directors with a credit reference agency.

Signature of Director or Partners

Name

Date

Signature of UHLG Ltd Representative

Name

Date

**CREDIT LIMIT REQUIRED:**

£

Method of payment (cheque,bacs etc)

**For Office Use Only**

Account No:

Rate and limit per credit co.

Credit limit given by UHLG Ltd: £

Authorised by:

Date Account opened:



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Tel: 0161 339 2148

Email: sales@ultimatehomeliving.com

## THE ULTIMATE HOME LIVING LIMITED TERMS & CONDITIONS OF SALE

(Revised 01/02/2012)

### 1 APPLICATION

1.1 The following definitions shall apply for the purposes of interpreting these Conditions of Sale:

- (i) Customer: the company who purchases the Goods from the Company;
- (ii) Company: **THE ULTIMATE HOME LIVING** Limited;
- (iii) Contract: any contract between the Company and the Customer for the sale and purchase of the Goods; and
- (iv) Goods: any goods agreed in the Contract to be supplied by the Company to the Customer.

1.2 These Conditions of Sale prevail over and extinguish all terms and conditions of contract imposed or sought to be imposed by the Customer or implied by trade, custom, practice or course of dealing insofar as such terms and conditions are inconsistent therewith or additional thereto. Purported provisions to the contrary are hereby excluded. No alteration, exclusion or waiver of any of these conditions shall be effective or binding unless made in writing by a Director of the Company.

### 2 QUOTATION AND CONTRACT

2.1 A quotation by the Company does not constitute an offer and may be revised or withdrawn at any time prior to the Company's acceptance of the Customer's order.

2.2 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods subject to these conditions.

2.3 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or, if earlier, the Company delivers the Goods to the Customer.

2.4 Customer's orders, based on the Company's quotations, are open for acceptance for not more than 28 days from the date of the quotation unless otherwise stated. Items marked ex-stock are quoted subject to their being unsold upon receipt of an order.

2.5 A scheduled order calling for delivery to be made at specific times over a certain period, shall constitute unqualified authority for manufacture and shall define the Customer's liability. For all such orders, unless otherwise mutually agreed upon, the Company shall have the right to complete the whole of the order within 6 months after receipt.

2.6 Samples are sent solely to enable the Customer to judge the quality of the bulk and shall not render any sale a sale by sample. All samples shall remain the property of the Company and are to be returned on request.

2.7 The Customer acknowledges that any representation or warranty whether written or oral made by the Company, its employees, officers, sub-contractors or agents, prior to the date of the Contract shall not form part of the Contract and shall be of no effect in relation to the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

### 3 PRICES

3.1 Prices payable for Goods shall be those ruling at the date of delivery or deemed delivery. All printed price lists are subject to alteration without notice.

3.2 All prices are exclusive of VAT.

3.3 The Company reserves the right to impose minimum item, and invoice charges as advised from time to time. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect the increase in costs to the Company which is due to any factor beyond the Company's control (e.g. currency regulation, foreign exchange fluctuation, significant increases in costs of manufacture, labour, etc).

3.4 Should any duty, tax, levy or other payment whatsoever be imposed by the European Union, or any member national government thereof, relating to the Goods before delivery thereof the Customer shall bear the burden of such duty, tax or other payment and the costs arising therefrom.

#### **4 TERMS AND PAYMENT**

- 4.1 Payment of all invoices shall be made in full, in cash or cleared funds, not later than 14 days, unless otherwise stated, from the date of delivery of the Goods. All payments shall be made without deduction or set-off, unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 4.2 In the event of default in payment by the Customer the Company:
- (a) reserves the right to demand payment of all monies outstanding under any contract between the Company and the Customer;
  - (b) shall be entitled, without prejudice to any other right or remedy, to suspend all further deliveries or any contract or Contract between the Company and the Customer without notice; and
  - (c) may charge interest on any amount outstanding at the rate of 8% per annum above the Base Rate of NATWEST BANK in force at the time when payment was due.
  - (d) Terms of payment are that the price of goods is payable in full within 14 days of the date of the relevant invoice unless otherwise stated: if such terms are varied, the variation will be confirmed at the foot of the relevant invoice.
  - (e) In the event of a limited company being insolvent and as a consequence thereof, or for any other reason being unable to settle fees, the directors of the company hereby agree to settle such liabilities from their personal resources.
- 4.3 All payments payable to the Company under the Contract shall become due immediately on its termination regardless of any other conditions.

#### **5 DELIVERY AND CARRIAGE**

- 5.1 While reasonable efforts will be made to meet delivery dates any time or date for delivery mentioned in any quotation, acceptance of order or elsewhere, whether written or verbal, is intended as approximate only and not of contractual effect. Time for delivery shall not be made of the essence by notice. If no dates are so specified delivery shall be within a reasonable time.
- 5.2 The Company shall not be liable in damages, costs, expenses or otherwise, for any loss, whether indirect, direct or consequential (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill) occasioned directly or indirectly by delivery after such estimated time or date, nor shall the Customer have any right to rescind the Contract simply on the grounds that delay in delivery has occurred.
- 5.3 Unless otherwise expressly agreed the Company may effect delivery by instalments and where delivery is effected by instalments each instalment shall be treated as a separate account and payable accordingly.
- 5.4 Delivery shall be at the Company's premises unless otherwise stipulated or agreed by the Company. Where delivery is to be effected otherwise than at the Company's premises to a location in mainland Great Britain, no additional charge will be made by the Company provided delivery is effected by the Company's normal means of distribution and the order value exceeds £1,000 excluding VAT. Where delivery is effected outside mainland Great Britain or by a means of distribution requested by the Customer or where the order value is £1,000 excluding VAT, or less the total cost of delivery will be charged.
- 5.5 The Customer shall take delivery of the Goods within 5 days of the Company giving it notice that the Goods are ready for delivery.
- 5.6 If the Customer refuses or fails to take delivery of Goods tendered in accordance with the Contract, the Goods shall be deemed to have been delivered and the Company shall be entitled to immediate payment in full for the Goods so tendered. All storage and transit costs incurred by the Company as a result of such refusal or failure shall be for the Customer's account.
- 5.7 Goods delivered in mainland Great Britain and alleged to be defective must be returned to the Company carriage paid within 1 month of delivery.

#### **6 LIABILITY AND WARRANTY**

- 6.1 The Company shall not be liable to the Customer:
- (i) for shortages in quantity delivered unless the Customer notifies the Company of any claim for short delivery within 7 days of receipt of the Goods;
  - (ii) for damage to or loss of the Goods or any part thereof in transit where either the Goods are carried by the Company's own transport or by a carrier on behalf of the Company unless the Customer shall notify the Company and the carrier if applicable of any such claim within 7 days of receipt of the Goods, in the event of total loss the Customer shall notify the Company and the carrier if applicable within 21 days of the date of the Company's Advice of Consignment or invoice whichever is the earlier. Where the carrier acts on behalf of the Customer, then the Customer should comply in all respects with that carrier's conditions for notifying claims for loss or damage in transit; or
  - (iii) for defects in the Goods caused by any act of neglect or default of the Customer or of any third party;
  - (iv) Goods dispatched to customers on the basis of "sale or return", "approval", "approbation" or "consignment" is transported at the Customer's risk. Customers are responsible for any damages to or any loss of the goods whilst in transit or in their custody. In the case of loss or damage the customer will always pay the Company the price shown on the consignment note or other relevant document.
  - (v) If the customer inspects goods before purchasing them, any defects in such goods which ought reasonably to have



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been apparent on inspection will be deemed to have been brought to the customer's attention and the Company accepts no liability whatsoever in respect of any such defects. In respect of any other defects (whether or not inspection has taken place) the Company's liability shall be limited to a cancellation of the contract and return of goods at the Company's expense and refund of any monies paid by the customer the Company, or (at the option of the Company) replacement at the Company's expense of the defective goods.

- (vi) If any goods in respect of which the Company is bearing the risk until receipt of the buyer shall be lost, destroyed or damaged in transit to the buyer, the buyer shall still be responsible for paying the full price in respect of the goods to the Company unless the Company shall receive from the buyer notification in writing or by fax or email within 7 days of the relevant Invoice (in the case of loss or destruction) or of three working days from the date of receipt of the goods (in case of damage). and if a complaint is not made to the Company as herein provided then the Goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.

- 6.2 The Company may at its option make good any shortage or non-delivery and/or as appropriate replace or repair any Goods found to be damaged or defective.
- 6.3 All conditions, warranties and other terms implied by common law or statute, with the exclusion of those implied by sections 12 of the Sale of Goods Act 1979, are, to the fullest extent permitted by law, excluded from the Contract.
- 6.4 Nothing in these conditions excludes or limits the liability of the Company:
- (i) for death or personal injury caused by the negligence of the Company;
  - (ii) for fraud or fraudulent misrepresentation; or
  - (iii) for anything that it would be unlawful for the Company to exclude its liability for.
- 6.5 Subject to conditions 6.3 and 6.4:
- (i) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise in connection with the performance of the Contract shall be limited to the Contract price; and
  - (ii) The Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever, howsoever caused, which arise out of or in connection with the Contract.
- 6.6 The Company's prices are determined on the basis of the limits of liability set out in this condition. The Customer may by written notice to the Company request the Company to agree a higher limit of liability on condition that insurance cover can be obtained and the premiums for such insurance are paid for by the Customer.

## 7 RISK

- 7.1 Notwithstanding the provisions of condition 8 the risk in the Goods shall be transferred to the Customer:
- (i) in the case of a sale to a Customer in the UK, from the time of delivery to the Customer or elsewhere at the Customer's direction; and
  - (ii) in the case of an export sale, from the time of delivery to a UK Port or airport selected by the Customer.
- 7.2 The Company shall not have responsibility for the Goods after delivery or deemed delivery and accordingly the Customer should insure the Goods as the Customer may think appropriate and, if required, to the satisfaction of the Company.

## 8 TITLE TO GOODS

- 8.1 Notwithstanding that the risk in the Goods shall pass to the Customer in accordance with condition 7, title to the Goods shall remain with the Company until payment in full, in cash or cleared funds, has been received by the Company:
- (i) for the Goods;
  - (ii) for any other goods supplied by the Company; and
  - (iii) of any other monies due from the Customer to the Company on any account.



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- 8.2 Until title to the Goods passes to the Customer under condition 8.1 the Customer shall:
- (i) hold the Goods on a fiduciary basis as the Company's bailee;
  - (ii) store the Goods, at no cost to the Company, separately from all other goods of the Customer or any third party in order that the Goods are readily identifiable as the property of the Company;
  - (iii) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - (iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks.

8.3 Any resale by the Customer of Goods in which property has not passed to the Customer shall be a sale of the Company's property on the Customer's own behalf, and the Customer shall deal as principal when making such a sale.

8.4 Goods shall be deemed sold or used in the order in which they were delivered to the Customer.

8.5 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect them or, in accordance with condition 8.6, to recover them.

8.6 At any time before title to the Goods passes to the Customer, the Company may (without prejudice to any other of its rights) require delivery up to it of all or any part of the Goods.

8.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

8.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 8 shall remain in effect.

## 9 VARIATIONS

The Company reserves the right to supply within 10% over or under the ordered quantity in fulfilment of the contractual obligation and in such event the Customer shall pay for the quantity actually delivered at a pro-rata price, unless otherwise specifically agreed in writing.

## 10 INDEMNITY

10.1 The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design right, copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions, whether express or implied.

10.2 The Customer agrees upon demand to indemnify the Company against all losses, damages, injury, cost and expenses of whatever nature suffered by the Company to the extent that the same are caused by or related to:

- (i) designs, drawings or specifications given to the Company by the Customer in respect of the Goods;
- (ii) defective materials or products supplied by the Customer to the Company and incorporated and/or used by the Company in the Goods; or
- (iii) the improper incorporation, assembly, use, processing, storage or handling of Goods by the Customer.

## 11 SPECIFICATIONS

11.1 All drawings, designs, dimensions and specifications provided to the Customer are approximate only and intended merely to present a general idea of the Goods described therein and the Company shall have no liability in respect of any deviation therefrom. The Company accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Company and the Company shall be indemnified by the Customer against any and all liabilities and expenses incurred by the Company arising therefrom.

11.2 It shall be the responsibility of the Customer to ensure that the Goods shall be suitable for the particular application and for use under the particular conditions for which they are purchased and the Customer shall not in any way rely on the Company's skill or judgement. Product information and publicity material supplied by the Company which indicates the suitability of the Goods for particular applications is intended for general guidance only.

## 12 FORCE MAJEURE

12.1 The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Goods by the Company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including but not limited to Act of God, or riot, war or



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terrorism, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, material or transport or other circumstances affecting the supply of the Goods or of raw materials therefore by the Company's normal source of supply or the manufacture of the Goods by the Company's normal route or means of delivery.

- 12.2 If a limited quantity of Goods is available to the Company by reason of such circumstances or events the Company may apportion the available quantity between its Customers at its entire discretion.

### 13 **INSOLVENCY AND DEFAULT**

#### 13.1 If the Customer:

- (i) enters into a deed of arrangement or composition or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a Company) an order is made or a resolution is passed for the winding-up of the Customer (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver and/or manager, administrator or administrative receiver is appointed of any of the Customer's assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver, administrator or manager or which entitle the Court to make a winding-up order or if the Customer takes the benefit of any statutory provision for the relief of insolvent debtors, or convenes a meeting of its creditors, or enters into liquidation or if the Customer takes or suffers any similar or analogous action or actions or if the Company reasonably believes that any such events are about to occur; or
- (ii) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (iii) ceases to trade;
- (iv) encumbers or charges any of the Goods; or
- (v) commits any breach of this Contract or any other contract between the Company and the Customer;

the Company may without prejudice to any of its other rights stop any Goods in transit and/or suspend further deliveries and/or exercise its rights under condition 8.6 (without prejudice to the generality of that condition) hereof and/or by notice in writing to the Customer determine the Contract with immediate effect.

### 14 **CANCELLATION**

This Contract is not subject to cancellation without the Company's written consent. Where cancellation is accepted, the Company shall in addition to any express terms of acceptance of cancellation be entitled to reimbursement on demand of any costs incurred by the Company in connection with the Contract.

### 15 **OVERSEAS TERMS**

- 15.1 In these Conditions 'Incoterms' means the International Rules for the Interpretation of trade terms of the International Chamber of Commerce as in force at the date the Contract is made. Unless the context otherwise requires any term or expression which is defined or given a particular meaning by the provision of Incoterms shall have the same meaning in these Conditions but where there is conflict between these Conditions and the Incoterms these Conditions shall prevail.
- 15.2 Where the Goods are supplied for export the provisions of this condition shall (subject to any special terms agreed with the Customer in writing) prevail, notwithstanding any other provision of these Conditions.
- 15.3 The Customer shall be responsible for complying with legislation or regulations governing importation of the Goods into the country of destination and for the payment of any duties thereon.
- 15.4 The Company shall deliver the Goods f.o.b at the air or ship port specified by the Customer and shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
- 15.5 The Customer shall be responsible for arranging for testing and inspecting the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of damage during transit.
- 15.6 Payment of the price shall be by irrevocable letter of credit and confirmed by a bank acceptable to the Company, or by another method acceptable to the Company and agreed in writing by a Director of the Company.



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**16 HEALTH AND SAFETY**

The Customer agrees to pay due regard to any information supplied by the Company (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being disposed of, and the Customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the Goods will be safe and without risk to health at all times as mentioned above. For these purposes the Customer is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

**17 GENERAL**

- 17.1 Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any rights, whether under the Contract or not, nor operate so as to bar the exercise or enforcement at any time or times thereafter.
- 17.2 Each condition and sub-condition contained herein is severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable, the others shall remain in full force and effect.
- 17.3 Any notice hereunder shall be deemed to have been duly given, if sent by pre-paid first class post or facsimile to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given 4 days after despatch and notice sent by facsimile shall be deemed to have been given on the date of despatch.
- 17.4 The parties do not intend that any terms of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.5 The Company may assign or sub-contract the Contract or any part of it to any person, firm or company.
- 17.6 The Customer shall not be entitled to assign or sub-contract the Contract or any part of it without the prior written consent of the Company.
- 17.7 The Contract shall in all respects be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.
- 17.8 The Customer acknowledges that it will procure a Director to enter into a guarantee to guarantee the Customer's performance of the Contract should the Company so require.

I have read, understand and accept **THE ULTIMATE HOMELIVING GROUP** Ltd Terms and Conditions of sale as detailed in pages 2 – 6 overleaf:

Company/Business Name

Address

Telephone  Fax

Terms of Payment **14 Days Nett-Unless otherwise stated on Invoice.**

Company Registration Number

Signed	
	Date
Name	Position In Company